

MEMORANDUM OF UNDERSTANDING

Central Illinois Public Service Company d/b/a AmerenCIPS, Illinois Power Company d/b/a AmerenIP, and Central Illinois Light Company d/b/a AmerenCILCO (collectively the "Ameren" or the "Companies") have made docketed filings in support of proposed delivery service rates, terms and conditions, before the Commission in ICC Dockets 06-0070 (cons.) (the "Dockets"), and Constellation NewEnergy, Inc. and Peoples Energy Services Corporation ("CNE/PES"), have intervened and participated in said Dockets. Ameren and CNE/PES, collectively the "Parties" have signed this Memorandum of Understanding ("MOU") to settle all issues raised in the Dockets by them with respect to each other as described below, and desire this MOU be entered of record. The Parties have had substantive discussions about the topics addressed in this MOU, which have been the subject of their testimonies and evidence in the Dockets. These discussions have led to the development of commitments, and represent a compromise, that the Parties believe will result in achievement and implementation of reasonable and equitable solutions to the Parties' respective concerns and interests, but shall not be regarded as a precedent with respect to any future proceedings. This MOU is the result of give and take among the Parties, all of whom have been represented by counsel, and resolves all issues in the Dockets amongst them except for the issue surrounding the recovery of Supply Procurement Adjustment ("SPA") charges as discussed in Respondents' Exhibit 39.0 at pages 6-7, among other testimonies. With regard to the issue of the SPA charges, this MOU does not prohibit the parties from advancing further their positions on this matter in the Dockets. This MOU is a result of the Parties desire to memorialize those commitments, and to settle amongst themselves the issues in dispute in the Dockets except for the SPA charge issue as noted. Thus, the Parties, intending to be bound and acknowledging the benefit to be derived from the mutual commitments contained herein, agree as follows:

The Parties agree to implement the operative numbered paragraphs 1 through 14 of this MOU in the instant proceeding and in any future workshops or other collaborative forums that may be initiated (collectively the "Proceedings"):

1. Ameren will implement an electronic bulletin board or provide on its website a link where answers to commonly asked questions from retail electric suppliers ("RESs") will be posted.
2. Ameren has assigned RESs specific account representatives in the Transmission Services Business Center ("TSBC") that will handle billing related matters that go beyond merely answering transmission billing questions as well as to facilitate the process of answering other RES related questions.
3. Ameren will implement the Electronic Data Interchange ("EDI") 814-C transaction regarding meter numbers and will work with RESs to ensure that the improved processes are working as designed prior to the implementation date.
4. Ameren will provide 24 months of historical usage information, when available, free of charge to authorized RESs and customers starting January 1, 2007.

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ILL. C. C. DOCKET NO. 06-0070,0071,0072
Ameren-
CNE-PES Exhibit No. Joint 1

Witness _____

Date 7-26-06 Reporter HLB

5. Ameren will apply the Ameren Data Universal Numbering System ("DUNS") number and the DUNS numbers of the individual utilities in a uniform manner across the entire EDI transaction set for each Ameren operating company by no later than September 15, 2006.
6. Ameren agrees to work in good faith with RESs regarding all relevant customer communication plans that may bear upon RES business practices and procedures.
7. Ameren will support the utilization of a "factor" approach to segregate the uncollectibles expenses associated with customers taking bundled service from Ameren from the uncollectibles expenses associated with customers taking only delivery services from Ameren.
8. Ameren agrees to eliminate the Direct Access Service Request ("DASR") Fee and the Standard Switching Fee that appear in the "Miscellaneous Fees and Charges" section of Ameren's proposed tariffs.
9. Ameren will support the allocation of the Supply Procurement Adjustment ("SPA") costs to each of the Ameren utilities based on the relative kilowatt-hour sales (i.e. delivered) of each of the Ameren utilities.
10. It remains Ameren's practice to provide all customer account drop information (including retroactive drops) to RESs electronically via an EDI 814-D request.
11. By no later than August 4, 2006, Ameren will post documents/charts to Ameren's website, depicting the customer switching alternatives and enrollment windows for the post-transition period. These documents or charts will be accessible to both RESs and customers under the RES and Customer Portals.
12. Ameren will allow customers to request that Ameren create separate account numbers for their natural gas and electric service upon request. At this time, Ameren does not have a policy objection to allowing Agents, with proper authorization, to make such a request on behalf of a customer. However, the Parties agree to actively and in good faith participate in a workshop process to develop the means and procedures by which Agents can make such requests.
13. As soon as practical, and with a good faith effort to complete this task by no later than September 1, 2006, Ameren agrees to provide the following information on both the Customer and RES Portals on the Ameren Website, to the degree the information is readily available:
 - Current Supply Group and Type
 - Future Supply Group and Type
 - DASR Eligibility Date
 - Current rate and supply-type information
 - Delivery Services Class
 - Ameren Operating Utility

14. Ameren agrees to use a good faith effort, along with CNE/PES, to initiate and participate in a workshop process, to be completed no later than September 1, 2007, similar to the EDI Protocol workshop in which the Parties and other Illinois electric market participants would consider and attempt to resolve issues associated with the expanded use of the EDI enrollment processes and procedures that are currently employed for customers on RES supply to customers that elect service under the Companies' BGS-FP, BGS-LFP and RTP tariffs. This provision may be superseded in the event the Commission would order or otherwise direct Ameren and/or other stakeholders to become engaged in workshops or other like processes, to consider and attempt to resolve the aforementioned issues.

Except as otherwise provided in this MOU, the Parties reserve all rights to take any position concerning any issue addressed in this MOU in any future proceedings. The Parties further agree that nothing herein is intended to limit the rights of any Party from advocating any positions regarding the implementation details of the items contained in this MOU to the extent such details are not addressed herein. Likewise, nothing herein shall preclude any Party from taking actions which such Party deems necessary to fulfill its statutory obligations. In addition, the Parties agree that each Party may advocate or otherwise advance any other position not specifically delineated in the MOU and that this MOU shall not apply to positions that Parties may take with respect to any utility other than Ameren. If any future law or regulation is enacted that any Party believes, in good faith, has a material impact on the rights and obligations arising under this MOU, the Parties shall meet to discuss what action, if any, should be taken.

This MOU may be executed in any number of identical counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties set forth their respective signatures as of the 21st day of July, 2006.

AmerenCIPS, AmerenIP, and AmerenCILCO

By: _____

Edward C. Fry

Constellation New Energy, Inc.

By: _____

Philip R. Plummer

Peoples Energy Services Corporation

By: _____

Aimee DeBartolo

Dated: July 21, 2006